



DEPARTMENT OF HOMELAND SECURITY
UNITED STATES SECRET SERVICE
WASHINGTON, D.C. 20223

Freedom of Information Act & Privacy Act Program
Communications Center
245 Murray Lane, S.W., Building T-5
Washington, D.C. 20223

Date: OCT 15 2018

MuckRock News
DEPT MR 18713
PO Box 55819
Boston, MA 02205-5819
Attn: Martin Peck

File Number: 20151061

Dear Requester:

This is the final response to your Freedom of Information Act (FOIA) request, originally received by the United States Secret Service (Secret Service) on June 15, 2015, for information pertaining to any and all SKU's, contracts, invoices, receipts, billing numbers, agreements, PO Numbers, for any services or goods purchased from Boeing Corporation, including third party contract hours for training or related services, regarding hardware to include Digital Signal Processing (DSP) or Cell-Site Simulators or Software Defined Radio (SDR) base-stations, or Stingray-like pen/trace-trap devices, or other radio surveillance technology, including technology formerly produced by Digital Receiver Technology, Inc., also known as DRT Systems, now part of Boeing, known to include the DRT Box, or DirtBox, or DirtBoxes surveillance gear.

Enclosed are documents responsive to your request. In efforts to provide you with the greatest degree of access authorized by law, we have considered the reference material under the FOIA regulation, Title 5 U.S.C. § 552. Pursuant to this Act, exemptions have been applied where deemed appropriate. The exemptions cited are marked below.

In addition, approximately 34 page(s) were released, and approximately 0 page(s) were withheld in their entirety. An enclosure to this letter explains the exemptions in more detail.

If this box is checked, deletions were made pursuant to the exemptions indicated below.

Section 552 (FOIA)

<input type="checkbox"/> (b) (1)	<input type="checkbox"/> (b) (2)	<input type="checkbox"/> (b) (3) Statute:		
<input checked="" type="checkbox"/> (b) (4)	<input type="checkbox"/> (b) (5)	<input checked="" type="checkbox"/> (b) (6)	<input type="checkbox"/> (b) (7) (A)	<input type="checkbox"/> (b) (7) (B)
<input checked="" type="checkbox"/> (b) (7) (C)	<input type="checkbox"/> (b) (7) (D)	<input checked="" type="checkbox"/> (b) (7) (E)	<input type="checkbox"/> (b) (7) (F)	<input type="checkbox"/> (b) (8)

Fees: In the processing of this FOIA/PA request, no fees are being assessed.

Other:

If you deem our decision an adverse determination, you may exercise your appeal rights. Should you wish to file an administrative appeal, your appeal should be made in writing and received within sixty (60) days of the date of this letter, by writing to: Freedom of Information Appeal, Deputy Director, U.S. Secret Service, Communications Center, 245 Murray Lane, S.W., Building T-5, Washington, D.C. 20223. If you choose to file an administrative appeal, please explain the basis of your appeal and reference the case number listed above.

If you have any questions or would like to discuss this matter, please contact this office at (202) 406-6370. FOIA File No. 20151061 is assigned to your request. Please refer to this file number in all future communication with this office.

Sincerely,



Kim E. Campbell
Special Agent In Charge
Freedom of Information Act & Privacy Act Officer

Enclosure:

FOIA and Privacy Act Exemption List

CHRON FILE



Digital ReceiverTechnology, Inc

April 12, 2012

In reply please refer to:
Quotation No. 12DS037

ATTN: Contracting Officer

Dear Sir or Madam,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price Each	Extended Price
001	(b)(4)			TBD
			Total Price	TBD

The above items will be delivered within 150 days after receipt of order. Shipping is FOB Origin (CONUS), Freight Prepaid. Payment Terms are NET 30 Days. Credit card purchases exceeding (b)(4) shall be subject to a (b)(4) percent (b)(4) fee to defray associated bank fees incurred by DRT. DRT's standard terms and conditions of sale will apply. This quotation is valid until 31 July 2012.

Please contact the undersigned at (b)(6),(b)(7)(C) if you have any technical questions. For contractual or administrative information, please contact (b)(6),(b)(7)(C) Contracts Manager, at (b)(6),(b)(7)(C)

Sincerely,

(b)(6),(b)(7)(C)

Manager, Applications Engineering



March 4, 2013

In reply please refer to:
Quotation No. 13DS012

ATTN: Contracting Officer

Dear Sir,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price Each	Extended Price
001	(b)(4)			TBD
			Total Price	TBD

Above Items will be delivered within 150 days after receipt of order or sooner. Shipping is FOB Origin (CONUS), Freight Prepaid. Payment Terms are NET 30 Days. Credit card purchases exceeding (b)(4) shall be subject to a (b)(4) percent (b)(4) fee to defray associated bank fees incurred by DRT. DRT's standard terms and conditions of sale will apply. Quotation is valid until 31 May, 2013.

Please contact the undersigned at (b)(6),(b)(7)(C) if you have any technical questions. For contractual or administrative information, please contact (b)(6),(b)(7)(C) Contracts Manager, at (b)(6),(b)(7)(C)

Sincerely,

(b)(4)

Manager, Applications Engineering



July 20, 2009
In reply please refer to:
Quotation No. 09TR038

ATTN: Contracting Officer

Dear Sir or Madam,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item 01 will be delivered 90 to 120 days after receipt of customer furnished modules at DRT. All labor costs for the upgrading and testing are included in the above price. Items 04 and 05 to be installed in 01. Credit card purchases exceeding (b)(4) shall be subject to an (b)(4) percent (b)(4) fee to defray associated bank fees incurred by DRT. Shipping is FOB Origin, Freight Pre-Paid (CONUS) and Payment Terms are NET 30 Days. DRT's standard terms and conditions of sale will apply. This quotation is valid until 31 July, 2009.

Please contact the undersigned at (b)(6);(b)(7)(C) if you have any technical questions. For contractual or administrative information, please contact (b)(6);(b)(7)(C) Contracts Manager, et al (b)(6);(b)(7)(C)

Sincerely,

(b)(6);(b)(7)(C)

Manager, Federal Law Enforcement

(b)(6);(b)(7)(C)

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPA8 (15 CFR 350)	RATING	PAGE OF	PAGES
2. CONTRACT NO HSSS01-12-C-0046		3. AWARD/ EFFECTIVE DATE 09/25/2012	4. SOLICITATION NUMBER	5. 1	17
7. ISSUING BY COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> (S)A			
		NAICS: 334220 SIZE STANDARD: 750 NO COLLECT CALLS			
9. (AGENCY USE)					

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)

SUPPLIES SERVICES Digital Receivers & Tuners

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (30 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 8 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	12. ADMINISTERED BY COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223
13. CONTRACTOR CODE OFFEROR DIGITAL RECEIVER TECHNOLOGY 20250 CENTURY BLVD GERMANTOWN MD 20874	14. PAYMENT WILL BE MADE BY CODE FMD - PO BOX COMMUNICATIONS CENTER (FMD) ATTN: COMM & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 20223
TELEPHONE NO. DUNS NO <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 15. PROMPT PAYMENT DISCOUNT	SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C 2304 () <input checked="" type="checkbox"/> 41 U.S.C 283 (1)

17. ITEM NO	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
(b)(4)	OMB CONTROL NO. 1600-0005 (OFFEROR SUBMISSION) **** Government's Point of Contact **** Contact (b)(6),(b)(7)(C) at telephone number (b)(6),(b)(7)(C) or via email at (b)(6),(b)(7)(C) Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA 2012-7020120400TEOAF-TSD-3119-911HVV-61000001-0-0-0	24. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY) \$221,340.00
--	--

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

27. SIGNATURE OF OFFEROR/CONTACTOR

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS

NAME AND TITLE OF SIGNER (TYPE OR PRINT)

DATE SIGNED

(b)(6),(b)(7)(C)

DATE SIGNED
9/25/12

NO RESPONSE FOR REASONS CHECKED

CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
OTHER (Specify)		
WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE
		TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO:

PRO-PROCUREMENT DIV
 COMMUNICATIONS CENTER (PRO)
 245 MURRAY LANE SW
 BLDG T-5
 WASHINGTON DC 20223

SOLICITATION NO. _____

DATE AND LOCAL TIME _____

STANDARD FORM 1447 (Rev. 3-2000) BACK

RIF

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-12-C-0046

PAGE 3 OF 17

NAME OF OFFEROR OR CONTRACTOR

DIGITAL RECEIVER TECHNOLOGY

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	(b)(6),(b)(7)(C) for any required delivery coordination. FOB: Destination Period of Performance: 09/25/2012 to 02/24/2013				
0001	(b)(4) (b)(4)				221,340.00
	(b)(4)				
	A (b)(4) year warranty is included on the DRT (b)(4) All non-DRT equipment will carry the manufacturer's warranty.			(b)(4)	
	(b)(4)				
	***** INVOICE INSTRUCTIONS ***** All invoices must include the following information. Not including all of the listed information may result in your invoice being classified as improper and it may be returned. An improper invoice will delay payment. Vendor Name Vendor Address Vendor Telephone Number Vendor Tax Identification Number (TIN) Contract/Purchase order number Invoice date Invoice number Invoice amount Description of goods or services provided/Line number of contract or purchase order Period of performance (if applicable) Discount terms (if applicable) Invoice Submission Continued ...			(b)(4)	
				(b)(4)	

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED HSSS01-12-C-0046	PAGE OF
		4 17

NAME OF OFFEROR OR CONTRACTOR
DIGITAL RECEIVER TECHNOLOGY

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>Invoicea may be submitted electronically or via tha mail. Plaase do not do both. Electronic invoicing is recommended and will apaid issuance of payment.</p> <p>Electronic Invoicing (Recommended Method)</p> <p>Submit the invoice as an attachment to an email. PDF or Microsoft product attachmants are readily accepted. Tha email should be forwarded to tha following addresaes:</p> <ol style="list-style-type: none"> 1. ebilling@usss.dhs.gov 2. List the individual COTR's email addresa <div style="border: 1px solid black; padding: 2px;">(b)(6),(b)(7)(C)</div> <p>Invoicing Via Mail</p> <ol style="list-style-type: none"> 1. Submit (1) invoice to tha following addresa: COMMUNICATIONS CENTER (FMD) ATTN: COMM & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD, VA 22150 2. Submit a SECOND (duplicate) invoice to tha following addresa: COMMUNICATIONS CENTER (TSD) ATTN: <div style="border: 1px solid black; padding: 2px;">(b)(6),(b)(7)(C)</div> P. O. BOX 6500 SPRINGFIELD, VA 22150 3. Submit a TNIRO (duplicata) invoice to: COMMUNICATIONS CENTER (PRO) ATTN: <div style="border: 1px solid black; padding: 2px;">(b)(6),(b)(7)(C)</div> P. O. BOX 6500 SPRINGFIELD, VA 22150 <p>Invoica Payment</p> <p>In tha abcence of discount terms, the Secret Service processes invoices in accordance with the Prompt Payment Act. Payment will be made within Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSSS01-12-C-0046

PAGE 5 OF 17

NAME OF OFFEROR OR CONTRACTOR
DIGITAL RECEIVER TECHNOLOGY

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>30 days of receipt of a correct invoice or delivery of the goods or services, whichever is later. Receipt of a correct invoice is defined as:</p> <p>Electronic Invoicing - receipt of the invoice at the above mentioned email addressee; or</p> <p>Invoicing Via Mail - receipt of the invoice at the above mentioned mail addresses.</p> <p>It may take approximately 30 days to receive payment. If after 30 days, you do not receive payment, then please contact the Financial Payments Branch, Financial Management Division at 202-406-5232.</p> <p>Discount Terms</p> <p>Based on our negotiations you have offered the following discount terms:</p> <p>[2d net 10 (list the terms that were negotiated)]</p> <p>Please also list these discount terms on your submitted invoice. Electronic invoicing will better enable the Secret Service to make payment in accordance with the stated discount terms.</p> <p>The total amount of award: \$221,340.00. The obligation for this award is shown in box 24.</p>				

Order # HSSS01-12-C-0046

TABLE OF CONTENTS

CONTRACT CLAUSES	7
<i>CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE:</i>	7
<i>52.204-7 Central Contractor Registration. (FEB 2012)</i>	7
<i>CLAUSES AND PROVISIONS INCORPORATED BY FULL TEXT:</i>	7
<i>52.212-4 Contract Terms and Conditions—Commercial Items. (FEB 2012).....</i>	7
<i>52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JUL 2012).....</i>	7
52.232-99, PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)	11
<i>52.252-2 Clauses Incorporated by Reference. (FEB 1998)</i>	16
<i>52.232-99 – Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)(August 2012).....</i>	16
<i>3052.242-72 Contracting officer's technical representative. (DEC 2003).....</i>	17
<i>USSS 3052.204-90 Unauthorized Use of the U.S. Secret Service Name</i>	17

CONTRACT CLAUSES

Clauses and Provisions Incorporated by Reference:

52.204-7 Central Contractor Registration. (FEB 2012)

Clauses and Provisions Incorporated by Full Text:

52.212-4 Contract Terms and Conditions—Commercial Items. (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights —

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

Order # HSSS01-12-C-0046

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(b) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and

Order # HSSS01-12-C-0046

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferral of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated officer receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

Order # HSSS01-12-C-0046

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability

Order # HSSS01-12-C-0046

resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JUL 2012)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(Contracting Officer check as appropriate.)

Order # HSSS01-12-C-0046

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (11) [Reserved]
- (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (July 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

Order # HSSS01-12-C-0046

- (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
 - (ii) Alternate I (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

Order # HSSS01-12-C-0046

- (40) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Mar 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act — Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

Order # HSSS01-12-C-0046

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records — Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

Order # HSSS01-12-C-0046

- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)

The contracting officer shall insert the following clause in all solicitations and resultant contracts.

PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR):

... www.acquisition.gov/far

Homeland Security Acquisition Regulation (HSAR):

... http://www.dhs.gov/dhspublic/interapp/editorial/editorial_0419.xml

(End of clause)

52.232-99 – Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)(August 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

Order # HSSS01-12-C-0046

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

3052.242-72 Contracting officer's technical representative. (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice in proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

USSS 3052.204-90 Unauthorized Use of the U.S. Secret Service Name

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words "Secret Service", "Secret Service Uniformed Division", "U.S.S.S.", "U.D." or any colorable imitation or such words or initials, in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

(End of clause)

ORACLE® Procurement

[Requisitions](#) | [Approvals](#) | [Notifications](#) | [Requisitions Search](#) > [Requisition 223361](#) > [Requisition 223361 Line 1: Details](#)

Requisition

Commitment Type: Change Request - Contract

Obligation Number HSSS01-09-P-0435

DIGITAL RECEIVERS TECHNOLOGY

Period of Performance (dynamimy - dynamic)

Description Modify HSSS01-09-P-0435 (for \$10K) for the purchase of a DRT1201C-0404. The total price for the DRT1201C-0404 will then be \$237,435.00

Current Approver

Approver Phone

Date Sent to Approver

Status Approved

Buyer Phone

Supplier Site 26874DIGITALLRE

Supplier Phone (301)944-8369

Change History No

► Show Additional Information

Order

Order HSSS01-09-P-0435

Buyer (b)(6),(b)(7)(C)

Supplier DIGITAL RECEIVER TECHNOLOGY

Supplier Contact (b)(6),(b)(7)(C)

Shipment

Shipment Date

Expected Receipt Date

Freight Carrier

Tracking Number

Receipt

Receipt Transaction Date

Received Unit

Received By (b)(6),(b)(7)(C)

0 68307 Each

0 33683 Each

No results found.

Invoice

Details Invoice Description

Payment Status

On Hold Status

Invoice Amount

237435.00 USD

Amount Due Due Date

0 00 USD 21-Jan-2011

Active Hold

Hold Name Hold Reason

No results found.

© TIP Invoice amounts shown may include items other than the requested item

Payment

Payment Status

Payment Date

Payment Method

Bank

Treasury Payments Account

TIP

Payments amounts shown may include items other than the requested item

(b)(6);(b)(7)(C)

(TSD)

From: (b)(6);(b)(7)(C) (PRO)
Sent: Tuesday, August 10, 2010 9:50 AM
To: (b)(6);(b)(7)(C) (OPR) (b)(6);(b)(7)(C) (TSD); (b)(6);(b)(7)(C) (TSD); (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C) (TSD); (b)(6);(b)(7)(C) (TSD); (b)(6);(b)(7)(C) (TSD)
Subject: FW: Modify HSSS01-09-P-043S - Change DRT1201B Upgrade to DRT1201C Purchase
Attachments: HSSS01-09-P-043S Mod 1.pdf

All,

Please find attached Modification No. 1 to HSSS01-09-P-0435. This modification to Digital Receiver Technology changes the delivered system from a DRT1201B to a DRT1201C system. A copy of the order has already been sent to the contractor (see below). Paper originals are being routed to those who normally receive such.

Please let me know if you have any questions.

(b)(6);(b)(7)(C)

Contract Specialist
Protective Research Acquisitions Branch
Procurement Division
United States Secret Service
(b)(6);(b)(7)(C)
202-406-6801 (fax)
(b)(6);(b)(7)(C) @usss.dhs.gov

From: (b)(6);(b)(7)(C) (PRO)
Sent: Tuesday, August 10, 2010 9:42 AM
To: (b)(6);(b)(7)(C)
Subject: RE: Modify HSSS01-09-P-043S - Change DRT1201B Upgrade to DRT1201C Purchase
(b)(6);(b)(7)(C)

Please find attached a fully approved modification to the contract. An original will be mailed to you.

My regrets that this action took so long. I tried to award it this past weekend but encountered a system issue. Please let me know if you have any questions.

(b)(6);(b)(7)(C)

Contract Specialist
Protective Research Acquisitions Branch
Procurement Division
United States Secret Service
(b)(6);(b)(7)(C)
202-406-6801 (fax)
(b)(6);(b)(7)(C) @usss.dhs.gov

From: [REDACTED] (b)(6),(b)(7)(C)
Sent: Tuesday, July 20, 2010 5:13 PM
To: [REDACTED] (b)(6),(b)(7)(C) PRO
Cc: [REDACTED] (b)(6),(b)(7)(C)
Subject: RE: Modify HSSS01-09-P-0435 - Change DRT1201B Upgrade to DRT1201C Purchase

[REDACTED]
(b)(6);(b)(7)(C)

The contract mod. is OK. We'll sit on it until you tell us it's OK to execute.

Regards,

[REDACTED]
(b)(6),(b)(7)(C)

Contracts Manager

Digital Receiver Technology, Inc. (DRT)

20250 Century Boulevard, Suite 300

Germantown, MD 20874

Ph. [REDACTED]
(b)(6),(b)(7)(C)

Fax 301-916-5787

E-mail: [REDACTED]
(b)(6),(b)(7)(C)

From: [REDACTED] (b)(6),(b)(7)(C)
Sent: Monday, July 19, 2010 11:21 AM
To: [REDACTED] (b)(6),(b)(7)(C)
Subject: Modify HSSS01-09-P-0435 - Change DRT1201B Upgrade to DRT1201C Purchase

[REDACTED]
(b)(6), (b) and [REDACTED]
(b)(6),(b)(7)(C)

Please review the attached document and let me know if you find it acceptable. Do not sign this document yet - I still have to pass this through an internal review, which may require some changes at this end.

Please let me know if you have any questions.

[REDACTED]
(b)(6),(b)(7)(C)

Contract Specialist
Protective Research Acquisitions Branch
Procurement Division
United States Secret Service
[REDACTED] voice)
202-406-6801 (fax)
[REDACTED] @usss.dhs.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	2. PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO 000001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO (If applicable) 1 10
6. ISSUED BY PRO-PROCUREMENT DIV 950 H STREET NW PROCUREMENT ROOM 6700 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (P202000000000000) PRO-PROCUREMENT DIV 950 H STREET NW PROCUREMENT ROOM 6700 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D
8. NAME AND ADDRESS OF CONTRACTOR (PA, CHIEF, and/or DSB/DP/DSB) DIGITAL RECEIVER TECHNOLOGY 20250 CENTURY BLVD SUITE 300 GERMANTOWN MD 20874		9A. AMENDMENT OF SOLICITATION NO. 10A. DATED (SEE ITEM 11)	
CODE 521196343	FACILITY 0002	X 10A. MODIFICATION OF CONTRACT ORDER NO. HSSS01-09-P-0435 10B. DATED (SEE ITEM 12) 09/29/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered modification is entered as an addendum to Item 14. The hour and date specified for receipt of offers. Other offer acknowledgement required for amendment prior to the hour and date specified in the modification or as represented, by one of the following methods: (a) By completing Items 8 and 12, and returning _____ copies to the Government; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (d) By Appendix letter or telegram which includes a reference to the amendment and describes its purpose. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such changes may be made by telegram or letter, provided such telegram or letter makes reference to the amendment and this amendment, and is received prior to the receiving hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$157,435.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT NUMBERED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THE CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (AND ADDENDUMS) IN PAYING OFFICE, (Specify office, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(e)(3) and 52.212-4(c) D. OTHER (Specify type of modification and authority)

14. REPORTER: Contractor I am authorized to sign this document and return 1 copy to the funding office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Described by UCP section headings, including technical/contractual subject where applicable)
(b)(4)

This is a change to HSSS01-09-P-0435. The Government's requirements are for a state-of-the-art RF receiving system. This was to be obtained under the initial purchase order award by having existing Government-owned components upgraded to state-of-the-art standards. Prior to delivery of the original order the Government learned that DRT was planning release of an improved model with extended capabilities. The Government's program manager consequently requested that the purchase order be modified to recognize that it was in the Government's best interest to purchase the newer model with enhanced reception capabilities.

CLINs 0001 through 0005 are hereby cancelled and the values of these CLINs are reduced to \$0.00. CLINs 0001 - 0006 are replaced with CLIN 0007. The value of this order is Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 1A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

(b)(6),(b)(7)(C)

Contractor Manager

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6),(b)(7)(C)

Previous edition superseded

15C. DATE SIGNED
27 July 2010

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

15C. DATE SIGNED

August 10, 2010

DPM 30 (REV 10-09)
Prepared by USA
FAR 43 CFR 51.3(d)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-09-P-0435/000001

PAGE 2 OF 10

NAME OF OFFEROR OR CONTRACTOR
DIGITAL RECEIVER TECHNOLOGY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>increased from \$80,000.00 by [(b)(6);(b)(7)(C)] to [(b)(4)] Delivery is required within 180 days of the date in Block 16c but the Government will accept early delivery as cited below.</p> <p>This order is funded by Purchase Requests 190795 and 223361.</p> <p>The invoicing addresses have also been changed. See Pages 3 and 4 for the revised invoicing addresses. Additionally, the technical point of contact has been changed to [(b)(6);(b)(7)(C)]. His contact information is provided below.</p> <p>FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (JUN 2009) is modified to include the following three clauses (see Pages 5 - 10):</p> <p>52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212)</p> <p>52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).</p> <p>52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.D. 13201).</p> <p>FAR 52.232-18 Availability of Funds. (APR 1984) is hereby deleted.</p> <p>All other terms and conditions remain changed.</p> <p>Cancel Item 0001 in its entirety.</p> <p>Cancel Item 0002 in its entirety.</p> <p>Cancel Item 0003 in its entirety.</p> <p>Cancel Item 0004 in its entirety.</p> <p>Cancel Item 0005 in its entirety.</p> <p>Cancel Item 0006 in its entirety.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DIGITAL RECEIVER TECHNOLOGY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 0007 as follows:				
0007	(b)(4)				
	(b)(4)				
	Included at No Charge is the following: DRT Training by days, up to (b)(4) students				
	(b)(4)				
					(b)(4)
	The total price for the DRT1201C-0404 is \$237,435.00.				
	Requisition No: 223361				
	Accounting Info: 2010-7020100400-TSD-3119-090900-610001-0-0-0				
	Funded: (b)(4)				
	Accounting Info: 2009-7090400-TSD-3119-090635-610001-0-0-0				
	Funded: (b)(4)				
	Reference Digital Receiver Technology, Inc. Quotation No. 10TR018-3 dated May 14, 2010.				
	The Government will accept early delivery and requests that Digital Receiver Technology, Inc. make delivery at the earliest possible date consistent with providing a fully capable product Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSSB01-09-P-0435/000001	PAGE 4 OF 10		
NAME OF OFFEROR OR CONTRACTOR DIGITAL RECEIVER TECHNOLOGY					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and within this order's firm fixed price.</p> <p>The contracts specialist for this effort is (b)(6),(b)(7)(C) Contact him at (b)(6),(b)(7)(C) if there are any questions concerning this order.</p> <p>(b)(6),(b)(7)(C) is the technical point of contact for this effort. Contact him at (b)(6),(b)(7)(C) concerning any technical matters and for any required delivery coordination.</p> <p>The original invoice should be sent to the following address:</p> <p>Communications Center (FMD) Commercial & Government Payments Section 245 Murray Lane, SW, Bldg T-5 Washington, DC 20223</p> <p>A duplicate copy of the invoice should be sent to the originating office.</p> <p>Address is as follows:</p> <p>Communicationa Centar (TSD) Attn: (b)(6),(b)(7)(B) 245 Murray Lane, SW, Bldg T-5 Waahington, DC 20223</p>				

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JUN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate 1 (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

[](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate 1 (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[](2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[](3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[](4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

[](5) 52.219-3, Notice of Total HUBZone Set-Asides (JAN 1999) (15 U.S.C. 657a).

[](6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[](7) Reserved.

[](8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[](ii) Alternate I (OCT 1995) of 52.219-6.

[](iii) Alternate II (MAR 2004) of 52.219-6.

[](9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[](ii) Alternate I (OCT 1995) of 52.219-7.

[](iii) Alternate II (MAR 2004) of 52.219-7.

[](10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[](11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

[](ii) Alternate I (OCT 2001) of 52.219-9.

[](iii) Alternate II (OCT 2001) of 52.219-9.

[](12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[](13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[](14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Businesses Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offcr.)

[](ii) Alternate 1 (JUN 2003) of 52.219-23.

[](15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 637 f).

[](18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

X(19) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X(20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

X(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[](27) 52.222-34, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items

or certain other types of commercial items as prescribed in 22.1803.)

[](28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[](30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[](ii) Alternate I (DEC 2007) of 52.223-16.

X(31) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[](32)(i) 52.225-3, Buy American Act-Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

[](ii) Alternate I (JAN 2004) of 52.225-3.

[](iii) Alternate II (JAN 2004) of 52.225-3.

[](33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (B.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[](35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[](36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[](37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[](38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X(39) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[](40) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[](42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

[](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[](7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and

practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved.
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate 1 (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required

in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**FREEDOM OF INFORMATION ACT
SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552**

Provisions of the Freedom of Information Act do not apply to matter that are:

- (b) (1) (A) specifically authorized under criteria established by an Executive Order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified pursuant to such Executive order;
- (b) (2) related solely to the internal personnel rules and practices of any agency;
- (b) (3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on the issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;
- (b) (4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (b) (5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (b) (6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (b) (7) records or information compiled for law enforcement purposes, but only to the extent that the information: (A) could reasonably be expected to interfere with enforcement proceedings; (B) would deprive a person of a right to a fair trial or an impartial adjudication; (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy; (D) could reasonably be expected to disclose the identity of a confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of a record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source; (E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law; (F) could reasonably be expected to endanger the life or physical safety of any individual;
- (b) (8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for regulation or supervision of financial institutions;
- (b) (9) geological and geophysical information and data, including maps, concerning wells.

**PRIVACY ACT
SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a**

The provisions of the Privacy Act do not apply to:

- (d) (5) material compiled in reasonable anticipation of civil action or proceeding;
- (j) (2) material reporting investigative efforts pertaining to enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;
- (k) (1) material is currently and properly classified pursuant to an Executive Order in the interest of national defense or foreign policy;
- (k) (2) material compiled during investigations for law enforcement purposes;
- (k) (3) material maintained in connection with providing protective services to the President of the United States or other individuals pursuant to section 3056 of Title 18;
- (k) (5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment, military service, Federal contracts, or for access to classified information, but only to the extent that the disclosure of such material would reveal the identity of the person who furnished information to the Government under an express promise that the identity of the source would be held in confidence, or prior to the September 27, 1975, under an implied promise that the identity of the source would be held in confidence;
- (k) (6) testing or examination material used solely to determine individual qualifications for appointment or promotion in the Federal service the disclosure of which would compromise the objectivity or fairness of the testing or examination process;